

2550 Golf Road
Rolling Meadows, IL 60008

Telephone: 312/640-7000

EVANS / EVANS RAILCAR
PRODUCTS COMPANY
LEASING COMPANY
DIVISION

RECORDATION NO. 10613-E Filed 1425

OCT 29 1984 - 12 00 PM

INTERSTATE COMMERCE COMMISSION

4-303A071

No. **OCT 29 1984**

Date

Fee \$ 10.00

ICC Washington, D.C.

October 18, 1984

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. §11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing five fully executed counterparts of that certain First Amendment to Equipment Trust Agreement dated as of September 1, 1984. The parties to the First Amendment to Equipment Trust Agreement are:

Debtor: Evans Railcar Leasing Company
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008

Secured
Party: Continental Illinois National Bank
Trust Company of Chicago
Corporate Trust Division
30 North LaSalle Street
Chicago, Illinois 60693

The lease covered by the First Amendment to Equipment Trust Agreement is that certain lease dated March 22, 1978 by and between Debtor and Allied Chemical.

The enclosed First Amendment to Equipment Trust Agreement relates to that certain Equipment Trust Agreement dated as of June 1, 1979 and recorded with Interstate Commerce Commission on July 10, 1979 as ICC Recordation No. 10613. Accordingly, we request that the First Amendment to Equipment Trust Agreement be filed as a subfiling under that number.

ICC OFFICE OF
THE SECRETARY
OCT 29 12 48 PM '84
MOTOR OPERATING UNIT

V. Owen Leggett
CT. Kappler

Secretary
Interstate Commerce Commission


October 18, 1984
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Enclosed herewith is a check in the amount of \$10.00 in payment of the applicable recording fees.

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterparts of the Equipment Trust Agreement not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Ronald M. Neifield, Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603.

Very truly yours,

EVANS RAILCAR LEASING COMPANY


Assistant Secretary

Enclosures

OCT 29 1984 12 00 PM

INTERSTATE COMMERCE COMMISSION
FIRST AMENDMENT TO EQUIPMENT TRUST AGREEMENT

FIRST AMENDMENT TO EQUIPMENT TRUST AGREEMENT dated as of September 1, 1984 ("First Amendment") by and between Evans Railcar Leasing Company, an Illinois corporation ("Debtor"), successor by name change and merger to United States Railway Leasing Company and United States Railway Equipment Company, and Continental Illinois National Bank and Trust Company of Chicago ("Trustee").

WITNESSETH, that

WHEREAS, Debtor has heretofore executed and delivered to Trustee that certain Equipment Trust Agreement dated as of June 1, 1979 and recorded with the Interstate Commerce Commission ("ICC") on July 10, 1979 as Recordation No. 10613 (the "Original Trust Agreement"), providing for the issuance of and security for United States Railway Leasing Company 10% Equipment Trust Certificates, Series 18, in the original aggregate principal amount of \$17,000,000; and

WHEREAS, the Debtor and Trustee have entered into that certain Supplemental Agreement dated as of July 7, 1982 and recorded with the ICC on September 13, 1982 as Recordation No.

10613-A (together with the Original Trust Agreement collectively hereinafter called the "Trust Agreement"); and

WHEREAS, pursuant to that certain Assignment of Lease (the "Assignment") dated as of July 7, 1982 and recorded with the ICC on September 13, 1982, Recordation No. 10613-C, the Debtor assigned to the Trustee all of Debtor's right, title and interest in and to the lease therein described; and

WHEREAS, Debtor desires the Trustee to terminate the Assignment as the same was not required to have been delivered pursuant to the Trust Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The Assignment is hereby declared to be null and void and of no further force and effect.

2. The Trust Agreement remains in full force and effect and is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their respective authorized officers as of the date first written above.

EVANS RAILCAR LEASING COMPANY

By: C. Richard Barry
Vice President

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

By: [Signature]
SECOND Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Janette C. Benedetto, a Notary Public in and
for the County and State aforesaid, do hereby certify that
C. Richard Barney, the (Vice) President of Evans
Railcar Leasing Company, an Illinois corporation, who is
personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such officers of
said corporation, appeared before me in person and acknowl-
edged that he signed and delivered the said instrument as
his own free and voluntary act and as the free and voluntary
act of said corporation for the uses and purposes therein
set forth.

Given under my hand and notarial seal this 24th day
of October, 1984.

Janette C. Benedetto
Notary Public

My Commission Expires:

My Commission Expires July 25, 1987

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, V. Wang, a Notary Public in and
for the County and State aforesaid, do hereby certify that
J. C. Mull, Jr. SECOND Vice President of Continental Illinois
National Bank and Trust Company of Chicago ("Bank"),
personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such Vice
President, appeared before me in person and acknowledged
that he signed and delivered the said instrument as his own
free and voluntary acts, and as the free and voluntary act
of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day
of October, 1984.

V. Wang
Notary Public

My Commission Expires:

My Commission Expires July 31, 1988